

Honorable Jamal N. Whitehead



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

VALVE CORPORTION,

Plaintiff,

v.

LEIGH ROTHSCHILD, ROTHSCHILD  
BROADCAST DISTRIBUTION  
SYSTEMS, LLC, DISPLAY  
TECHNOLOGIES, LLC, PATENT ASSET  
MANAGEMENT, LLC, MEYLER LEGAL  
PLLC, AND SAMUEL MEYLER

Defendants.

DECLARATION OF LEIGH  
ROTHSCHILD IN OPPOSITION OF  
COUNSEL'S MOTION TO WITHDRAW

Complaint filed: July 7, 2023

Case No.: 2:23-cv-01016

I, Leigh Rothschild, declare as follows:

1. I am over the age of majority, and the manager of Rothschild Broadcast Distribution Systems, LLC, Display Technologies, LLC, and the CEO of Patent Asset Management, LLC. I submit this declaration in opposition to the motion filed by Merchant & Gould P.C. ("Counsel") seeking leave to withdraw as counsel for the Defendants in the above-referenced matter. I have personal knowledge of the facts set forth in this declaration, and if called upon, I could and would competently testify to the matters stated herein.

2. As the manager/CEO of the Defendants, I was directly involved in discussions with Counsel regarding the legal fees associated with this case. In these discussions, Merchant & Gould assured me that payment of their legal fees would be deferred and contingent upon the pending resolution of an insurance claim related to this litigation. Specifically, Counsel verbally assured me that the fees would be temporarily deferred pending the resolution of the insurance coverage decision. We were also told, until recently, to ignore all invoices that we receive as they would be for firm accounting.

1           3.       On October 10, 2024, our office sent Counsel a redlined draft of a proposed fee  
2 agreement. This proposal clarified the terms of our oral agreement, specifically noting our  
3 understanding regarding the deferral of hourly billing invoices. However, despite these  
4 communications and the proposed draft agreement, Counsel has now filed a motion to withdraw,  
5 claiming nonpayment, despite our consistent oral agreement that the fees would be deferred until  
6 we resolved the pending insurance claim.

7           4.       After a full year of proceeding based upon this understanding, Counsel raised the issue of  
8 withdrawal due to unpaid invoices.

9           5.       The timing of this motion to withdraw is highly prejudicial to Defendants and the  
10 administration of the case. The Fact Discovery cutoff date is scheduled for June 25, 2025, which is far  
11 less than the 60-day requirement set forth under Washington Local Civil Rules. At this stage in the  
12 litigation, Defendants are deeply involved in discovery, and the motion to withdraw threatens to leave us  
13 without representation at a critical point in the case. As this Court understands, our corporate entities  
14 cannot represent themselves pro se, and this withdrawal would leave our companies without legal  
15 counsel, placing them at significant risk of default, dismissal of claims, or severe delays in the litigation.  
16 Additionally, I, Leigh Rothschild, am personally named in the lawsuit, and any disruption in  
17 representation could have profound consequences for me as well as the corporate Defendants.

18           6.       While we have now begun efforts to find new counsel, we have not yet identified a firm  
19 or attorney capable of stepping in to handle this complex case. Given the critical stage of the litigation,  
20 with expert discovery and trial on the horizon, securing, and on-boarding new counsel at this point, is  
21 difficult and can lead to unnecessary delays with severe prejudice to the Defendants.

22           7.       Under Washington Rule of Professional Conduct 1.16 and the Western District of  
23 Washington Local Rule 83.2(b)(1), an attorney may seek to withdraw for nonpayment of fees. However,  
24 the Court must consider the potential prejudice to the client as well as the administration of the case. In  
25 cases where a client has made efforts to resolve the fee dispute or has an ongoing dispute with an  
26 insurer, courts are hesitant to allow withdrawal when the client is in the middle of a critical stage of  
27 litigation, as is the case here. In addition, when business entities are involved, the risk of leaving them  
28 without counsel is particularly significant, as corporate entities cannot represent themselves pro se.

1 For the reasons stated above, we respectfully request that the Court deny Counsel's Motion to  
2 Withdraw, unless and until Defendants have secured substitute counsel that is capable of diligently  
3 handling this matter.

4 I declare under penalty of perjury under the laws of the United States of America that the  
5 foregoing is true and correct.

6  
7 Executed on: 5-24-25

By: 

Leigh M. Rothschild

Individually and as an authorized representative  
of the Defendant corporations.

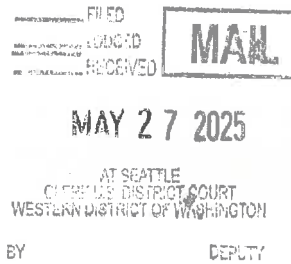
To: United States District Court

Western District Washington at Seattle

Case No: 2:23-cv-01016

From: Leigh M. Rothschild, Defendant

Declaration and Proposed Order attached



ORIGIN ID: TMBA (954) 328-1931  
 LEIGH ROTHSCCHILD  
 1574 NE QUAYSIDE TER  
 MIAMI, FL 33138  
 UNITED STATES US

SHIP DATE: 24MAY25  
 ACTWGT: 1.00 LB  
 CAD: 284165161/NET4536  
 BILL SENDER

TO **CLERK'S OFFICE**  
**US DISTRICT COURT SUITE 2310**  
**700 STEWART ST**  
**STE 2310**  
**SEATTLE WA 98101**

(206) 370-8400 REF.  
 INV: DEPT:



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**TUE - 27 MAY AM**  
**PRIORITY OVERNIGHT**

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AT SEATTLE  
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 WESTERN DISTRICT OF WASHINGTON/SEA/1000 05/20 2025 190

**MAY 27 2025**



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**PRIORITY OVERNIGHT**  
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